

CONTRACT #7

RFS # N/A

FA # N/A

**Tennessee Board of Regents
Tennessee Technological
University**

**VENDOR:
SimplexGrinnell, LP**

RECEIVED

MAR 10 2009

March 10, 2009

Answers to additional questions requested by Fiscal Review

TBR/Tennessee Technological University

Contractor: SimplexGrinnell, LP

FISCAL REVIEW

I. Contract Expenditures – State Appropriated Funds

	Fire Alarm		Sprinkler Systems	
	<u>Test/Inspect</u>	<u>Maintenance</u>	<u>Test/Inspect</u>	<u>TOTAL</u>
Year1 - FY 08/09	\$31,492.00	\$25,137.45	\$7,712.00	\$64,341.45
	Fire Alarm		Sprinkler Systems	
	<u>Test/Inspect</u>	<u>Maintenance</u>	<u>Test/Inspect</u>	<u>TOTAL</u>
Year 2* - FY 09/10	\$31,492.00	\$25,137.45	\$7,712.00	\$64,341.45**
	Fire Alarm		Sprinkler Systems	
	<u>Test/Inspect</u>	<u>Maintenance</u>	<u>Test/Inspect</u>	<u>TOTAL</u>
Year 3* - FY 10/11	\$31,492.00	\$25,137.45	\$7,712.00	\$64,341.45**
	Fire Alarm		Sprinkler Systems	
	<u>Test/Inspect</u>	<u>Maintenance</u>	<u>Test/Inspect</u>	<u>TOTAL</u>
Year 4* - FY 11/12	\$31,492.00	\$25,137.45	\$7,712.00	\$64,341.45**
	Fire Alarm		Sprinkler Systems	
	<u>Test/Inspect</u>	<u>Maintenance</u>	<u>Test/Inspect</u>	<u>TOTAL</u>
Year 5 *- FY 12/13	\$31,492.00	\$25,137.45	\$7,712.00	\$64,341.45**

Estimated annual expenditure - \$100,000.00

*Years 2 through 5 – Expenditures will change if equipment inventory changes.

**The remaining balance of \$35,658.55 (\$100,000 - \$64,341.45) is for miscellaneous repairs that are not covered under the maintenance agreement (i.e. pull station and smoke detector replacement, repairs to sprinkler systems, and parts/labor). This is an estimated amount as there is no way to know when repairs will be necessary. Money does not carry forward each fiscal year because no funds are encumbered. The maximum annual expenditure is based on amounts shown above.

II. Cost Savings

	<u>Contract</u>	<u>Non-contract</u>
Fire Alarm Tech. Labor – Regular	\$121.00/hr.	\$144.00/hr.
Fire Alarm Tech Labor – Overtime	\$121.00/hr.	\$216.00/hr. (3 hr. min.)
Fire Alarm Parts *	Branch cost +25%	Corp. Cat. List Price

Sprinkler Tech Labor – Regular	\$75.00/hr.	\$85.00/hr.
Sprinkler Tech Labor – Overtime	\$95.00/hr.	\$127.50/hr. (3 hr. min.)
Sprinkler System Parts	Cost + 25%	Cost + 50-55%
Trip Charge (Sprinkler Work Only)	\$55.00/trip	\$55.00/trip

*Parts – Branch cost is corporate list price less 28%

III. Dollar Analysis

State and national fire codes require the University to have a centrally monitored fire alarm system, and Simplex has been approved by the State Architect as proprietary sole source for fire alarm systems and central monitoring at Tennessee Tech University. Simplex fire alarm systems utilize a proprietary software program, which is specifically designed by Simplex for its systems and is highly passcoded for security purposes. The system's central processing unit requires reprogramming from time to time due to changes in configuration, upgrades, or to repair damages. This type of service requires the latest versions of the software, proper pass codes and the mechanical software keys. Only authorized Simplex service representatives can meet these requirements. Anyone other than Simplex factory trained personnel attempting to access the software will void any and all warranties and liabilities, either written or implied.

Simplex branch offices are wholly owned by the company and operate as factory direct operations. Simplex does not utilize independent distributors for its products. Only Simplex branches can order replacement parts and devices from its factory and certify those parts for warranty and re-certification of system operation.

SimplexGrinnell does not train or license any other companies to work on Simplex fire alarm equipment. Allowing unqualified personnel to perform these services could easily increase the University's liability by compromising the security of its fire protection systems and jeopardizing the life-safety of people for whom the University is responsible.



Tennessee Board of Regents

1415 Murfreesboro Road - Suite 350 - Nashville, Tennessee 37217-2833
(615) 366-4400 FAX (615) 366-4464

RECEIVED

February 3, 2009

FEB 05 2009

FISCAL REVIEW

Ms. Leni S. Chick
Fiscal Analyst
Rachel Jackson Building, 8th Floor
Nashville, TN 37243

Dear Ms. Chick:

Enclosed please find an Agreement between Tennessee Technological University and Simplex Grinnell LP providing for maintenance of fire alarm, sprinkler, and stand pipe systems. Please note that the starting term for this contract was effective on November 17, 2008. We apologize for not submitting the contract for approval prior to the effective date; however, we mistakenly assumed that the approval of this as a campus standard by the State Architect's Office negated the necessity for Fiscal Review Committee approval.

Per Fiscal Review's request regarding this campus standard, this contract must be approved by the Committee. **Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed.** If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 350, Nashville, Tennessee 37217.

Sincerely,

Angela A. Gregory
Director of Purchasing and Contracts

cc: Charles Manning
Dale Sims
Claire Stinson, TTU

Austin Peay State University • East Tennessee State University • Middle Tennessee State University • Tennessee State University
Tennessee Tech University • University of Memphis • Chattanooga State Technical Community College
Cleveland State Community College • Columbia State Community College • Dyersburg State Community College
Jackson State Community College • Motlow State Community College • Pellissippi State Technical Community College
Roane State Community College • Southwest Tennessee Community College • Volunteer State Community College
Walters State Community College • Nashville State Technical Community College • Northeast State Technical Community College
The Tennessee Technology Centers



Tennessee Tech
UNIVERSITY

Office of the President

Box 5007 • Cookeville, TN 38505-0001 • (931) 372-3241 • Fax (931) 372-6332

RECEIVED

FEB 05 2009

FISCAL REVIEW

January 20, 2009

RECEIVED JAN 28 2009

Dr. Charles Manning, Chancellor
Tennessee Board of Regents
1415 Murfreesboro Road, Suite 350
Nashville, TN 37217

Dear Chancellor Manning:

Your approval of the enclosed contract with SimplexGrinnell LP is requested. It has come to our attention that even though TBR and the State Architect's Office approved SimplexGrinnell as the University campus standard for its fire alarm system, the Fiscal Review Committee's approval is still required for this non-competitive contract. Enclosed is the appropriate supporting documentation, including a letter from SimplexGrinnell stating that they do not license or train other companies to provide the services included in the contract.

The contract was effective on November 17, 2008. We apologize for not submitting the contract for approval prior to its inception; however, we mistakenly assumed that the granting of the campus standard status for the system by the State Architect's Office negated the necessity for Fiscal Review Committee approval of the actual service agreement.

Your consideration of this request is certainly appreciated.

Sincerely,

Robert R. Bell
President

Enclosures

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

RECEIVED

FEB 05 2009

FISCAL REVIEW

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required.
A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	Facilities – SimplexGrinnell Testing	
2) State Agency Name :	Tennessee Technological University (Tennessee Board of Regents)	
3) Service Caption :	Maintenance Services	
4) Proposed Contractor :	Simplex Grinnell LP	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	11/17/2008	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	11/16/2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$500,000.00	
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	Fire Alarm, Sprinkler and Stand Pipe System Maintenance	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	To provide labor and materials necessary for preventive and required maintenance of fire alarm system.	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :	An RFQ was sent out in 2003 for a 1-year contract, with options for four 1-year renewals. Bid awarded to SimplexGrinnell, who was the only bidder.	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (<u>not</u> required if proposed contractor is a state education institution)	SimplexGrinnell LP, 50 Technology Drive, Westminster, MA 01441-0001 (Division of Tyco International Ltd.)	
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :		

Simplex was founded in 1894; Grinnell was established in 1850.

14) Documentation of Office for Information Resources Endorsement :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

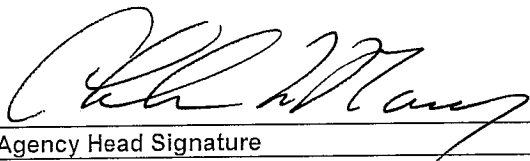
SimplexGrinnell does not train or license any other companies to work on SimplexGrinnell fire alarm equipment.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

TTU uses a SimplexGrinnell central monitoring system for its fire alarm system. The SimplexGrinnell system has been approved as the campus standard by the Tennessee Board of Regents and the State Architect's Office. Products, services and adequate support can only be provided by SimplexGrinnell, as they do not train or license any other companies to service their equipment.

REQUESTING AGENCY HEAD SIGNATURE & DATE :

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)



Agency Head Signature

2/4/09
Date

Supplemental Documentation Required for
Fiscal Review Committee

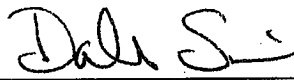
*Contact Name:	Claire Stinson	*Contact Phone:	(931) 372-3311		
*Contract Number:	P0002358	*RFS Number:	Facilities / SimplexGrinnell Testing		
*Original Contract Begin Date:	11/17/2008	*Current End Date:	11/16/2009		
Current Request Amendment Number: (if applicable)		n/a			
Proposed Amendment Effective Date: (if applicable)		n/a			
*Department Submitting:		Tennessee Technological University			
*Division:		Tennessee Board of Regents			
*Date Submitted:		1/20/09			
*Submitted Within Sixty (60) days:		No			
If not, explain:		See attached explanation.			
*Contract Vendor Name:		SimplexGrinnell LP			
*Current Maximum Liability:		\$500,000.00			
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2008-09	FY: 2009-10	FY: 2010-11	FY: 2011-12	FY: 2012-13	
\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)					
FY: 2008-09	FY: 2009-10	FY: 2010-11	FY: 2011-12	FY: 2012-13	
\$32,562.53	\$-0-	\$-0-	\$-0-	\$-0-	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		n/a			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		n/a			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		n/a			
*Contract Funding Source/Amount:	State:	\$500,000.00	Federal:	-0-	
Interdepartmental:	-0-		Other:	-0-	

Supplemental Documentation Required for
Fiscal Review Committee

If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
n/a			
Method of Original Award: <i>(if applicable)</i>		n/a	

CONTRACT SUMMARY SHEET

021406

RFS #				Contract #			
Facilities / Simplex Grinnell Testing				P0002358			
State Agency				State Agency Division			
Tennessee Technological University				Tennessee Board of Regents			
Contractor Name				Contractor ID # (FEIN or SSN)			
SimplexGrinnell LP				<input type="checkbox"/> C- or <input type="checkbox"/> V- 58-2608861			
Service Description							
Maintenance of Fire Alarm, Sprinkler and Stand Pipe System							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
11/17/2008		11/16/2009		Vendor			
Mark Each TRUE Statement							
<input type="checkbox"/> Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
FY		State		Federal		Interdepartmental	
08-09		\$ 100,000.00					
09-10		\$ 100,000.00					
10-11		\$ 100,000.00					
11-12		\$ 100,000.00					
12-13		\$ 100,000.00					
TOTAL:		\$ 500,000.00		\$ -		\$ 500,000.00	
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY		Base Contract & Prior Amendments		THIS Amendment ONLY		Claire Stinson (931) 372-3311	
						State Agency Budget Officer Approval	
							
						Funding Certification (certification required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
TOTAL:		\$ -		\$ -			
End Date							
Contractor Ownership (complete only for base contracts with contract # prefix FA or GR)							
<input type="checkbox"/> African American		<input type="checkbox"/> Person w/ Disability		<input type="checkbox"/> Hispanic		<input checked="" type="checkbox"/> Small Business	
<input type="checkbox"/> Asian		<input type="checkbox"/> Female		<input type="checkbox"/> Native American		<input type="checkbox"/> OTHER minority/disadvantaged—	
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input checked="" type="checkbox"/> RFP		<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method			
<input type="checkbox"/> Non-Competitive Negotiation		<input type="checkbox"/> Negotiation w/ Government (eg, ID, GG, GU)		<input type="checkbox"/> Other			
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							

PO



TENNESSEE TECHNOLOGICAL UNIVERSITY
 OFFICE OF BUSINESS SERVICES
 FACILITIES AND BUSINESS SERVICES BUILDING
 P.O. Box 5041, 220 W. 10th St.
 Cookeville, TN 38505-0001
 Phone (931) 372-3491 Fax (931) 372-3727
 www.tntech.edu/purchasing

PURCHASE ORDER

PO NUMBER MUST BE SHOWN ON ALL
 INVOICES, PACKAGES AND
 CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: SimplexGrinnell
 2005 Elm Hill Pike
 Nashville TN 37210-3807

PO Number:	P0002358
Issue Date:	11/05/08
Page No:	1
Delivery Date:	

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY, Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:


S H I P P I N G	220 W 10th St Facilities Cookeville TN 38505	B I L L I N G	Tennessee Technological University Business Office, Box 5037 Cookeville, Tennessee 38505-0001
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TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>To provide Tennessee Technological University the following from November 17, 2008, through November 16, 2009, with the option to renew up to four (4) additional years with mutual consent of the University and the Contractor.</p> <p>Attachment A and Attachment B both shall be considered integral to this Purchase Order.</p> <p>Prices are to be firm for a one (1) year period. At the time of renewal, vendor may request price increase to the extent such increase has been experienced by vendor and written substantiation of increase can be provided. University may accept requested price increase or choose to rebid, at its sole discretion.</p>		
				TOTAL:	CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: 
 FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

**TENNESSEE TECHNOLOGICAL UNIVERSITY**OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING

P.O. Box 5041, 220 W. 10th St.

Cookeville, TN 38505-0001

Phone (931) 372-3491 Fax (931) 372-3727

www.tntech.edu/purchasing

PURCHASE ORDERPO NUMBER MUST BE SHOWN ON ALL
INVOICES, PACKAGES AND
CORRESPONDENCE RELATED TO ORDER.ISSUED TO: SimplexGrinnell
2005 Elm Hill Pike
Nashville TN 37210-3807PO Number: **P0002358**

Issue Date: 11/05/08

Page No: 1

Delivery Date:

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:**SEND INVOICE IN DUPLICATE TO:****S
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220 W 10th St
Facilities
Cookeville TN 38505**B
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G**Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

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			<p>To provide Tennessee Technological University the following from November 17, 2008, through November 16, 2009, with the option to renew up to four (4) additional years with mutual consent of the University and the Contractor.</p> <p>Attachment A and Attachment B both shall be considered integral to this Purchase Order.</p> <p>Prices are to be firm for a one (1) year period. At the time of renewal, vendor may request price increase to the extent such increase has been experienced by vendor and written substantiation of increase can be provided. University may accept requested price increase or choose to rebid, at its sole discretion.</p>		
TOTAL:					CONTINUED

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AUTHORIZED
SIGNATURE:

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

ACCOUNTING INFORMATION:



TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

PO NUMBER MUST BE SHOWN ON ALL
INVOICES, PACKAGES AND
CORRESPONDENCE RELATED TO ORDER.

ISSUED TO: SimplexGrinnell
2005 Elm Hill Pike
Nashville TN 37210-3807

PO Number: **P0002358**

Issue Date: 11/05/08

Page No: 2

Delivery Date:

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY, Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:

SEND INVOICE IN DUPLICATE TO:

SHIPPING

220 W 10th St
Facilities
Cookeville TN 38505

BILLING

Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	100,000.00	LOT	<p>For Information, Contact: Jim Cobb / Facilities (931) 372-3524</p> <p>Fire Alarm, Sprinkler, and Stand Pipe System A pricing breakdown and all pertinent terms and conditions are found in Attachments A and B, respectively.</p>	1.0000	100,000.00
				DISCOUNT:	.00
				TOTAL:	100,000.00

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

AUTHORIZED
SIGNATURE:


FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

ACCOUNTING INFORMATION:

Attachment A

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
1	Tennessee Technological University																				
2	Fire Alarm & Sprinkler Systems																				
3	10/5/08 Draft																				
4				Fire Alarm Information																	
5	Building	Manufacturer	Model #	IMS Connect	Insp. Mo.	Fire Alarm Test/Inspect	Fire Alarm Maintenance	Annun.	Pull Stations	AV Horns	Audio Visual	Light Det.	Smoke Det.	Smoke w/ Sndr. Base	Duct Det.	Heat Door Det.	Insp. Holder	Insp. Mo.	Sprinkler Standpipe-spr. Test/Inspect		
6	Barto Hall	Simplex	4100U	Y	May	\$350.00	\$650.00	Y	8		23	3	31		4	1					
7	Brown Hall	Simplex	4100U	Y	Dec	\$975.00	\$750.00	Y	10		70	8	84		4	5	14				
8	Bruner Hall	Simplex	4100U	Y	Dec	\$1,050.00	\$1,100.00	Y	10		67	12	90		4	6	12				
9	Clement Hall	Simplex	4100U	Y	Dec	\$1,100.00	\$1,045.00	Y	10		62	8	116		10	14	10				
10	Derryberry Hall	Simplex	4100U	Y	May	Novest	Warranty	Y	22		74	11	94		8	38	22				
11	Hooper Eblen Center	Simplex	4100U	Y	May	\$1,345.00	\$775.00	Y	23		75	12	94		40	9	34				
12	East Stadium	Simplex	4100U	Y	May	\$200.00	\$282.50	N	14		79	45	79		43	15	41				
13	Bryan Fine Arts Bldg.	Simplex	4100U	Y	May	\$1,570.00	\$770.00	Y	12		32	8	29		0	1					
14	T.J. Farr Bldg.	Simplex	4020	Y	Dec	\$385.00	\$650.00	Y	7												
15		Simplex	4003																		
16	Foster Hall	Simplex	4100U	Y	Dec	\$1,100.00	\$1,030.00	Y	8		65	10	113		10	8	14				
17	Health & P.E. Bldg.	Simplex	4100U	Y	May	\$840.00	\$709.87	Y	22		68	8	52		6	10	8				
18	Health Services	Simplex	4100U	Y	May	Decest	Warranty	Y	4		8	7	12		2	2	1				
19	Henderson Hall	Simplex	4100U	Y	Dec	\$565.00	\$700.00	Y	10		50	5	34		8	6	7				
20	Johnson Hall	Simplex	4100U	Y	Dec	\$1,175.00	\$1,100.00	Y	11		81	13	115		6	7	34				
21	Jerie Whitson Bldg.	Simplex	4100U	Y	May	\$1,100.00	Warranty	Y	18		48	14	94		5	9	24				
22	Kittrell Hall	Simplex	4100U	Y	May	\$875.00	Warranty	Y	3		31	5	22		2	5	5				
23	Lewis Hall	Simplex	4100U	Y	May	\$425.00	\$650.00	Y	12		35	4	28		4	2					
24	Voipe Library	Simplex	4100U	Y	Dec	Oct test	Warranty	Y	20		90	75	88		11	15	33				
25																					
26	Matthews/Daniel Hall	Simplex	4100U	Y	May	\$1,200.00	\$1,050.00	Y	24		46	14	166		2	6	51				
27	Nursing & Health Svcs.	Simplex	4100U	Y	May	\$1,200.00	Warranty	Y	20		143	2	15		17	19	32				
28	Old Maintenance Bldg.	Simplex	4100U	Y	Dec	\$0.00	Warranty	Y	7		14	2	13		2	2					
29	Prescott Hall	Simplex	4100U	Y	Dec	\$1,225.00	\$1,300.00	Y	13		122	15	132		2	25	33				
30	Permebaker Hall	Simplex	4100U	Y	Dec	\$725.00	\$850.00	Y	11		56	11	117		8	6	15				
31	Rec. & Fitness Center	Simplex	4100U	Y	Dec	\$740.00	\$672	Y	20		67	17	17		9	6	15				
32	South Hall	Simplex	4100U	Y	May	\$1,200.00	Warranty	Y	15		88	12	132		2	49	27				
33	University Center	Simplex	4100U	Y	Dec	\$1,200.00	\$1,100.00	Y	22		103	31	169		9	22	36				
34	University Services Bldg.	Simplex	4100U	Y	May	\$330.00	\$675.00	Y	8		24	3	25		0	6					
35	West Stadium	Simplex	4100U	Y	May	\$200.00	\$314.30	N	10												
36	Maintenance Complex	Simplex	4208	Y	May	\$0.00	replace Feb 09	Y	14		21		11				45				
37	(1 panel/4 bldgs.)																				
38																					
39	Dormitories																				
40	New Hall	Simplex	4100U	Y	Dec	\$1,350.00	\$1,100.00	Y	22		73	73	31	264	169	5	10				
41		Simplex	NAC 4009																		
42		Simplex	NAC 4009																		
43		Simplex	NAC 4009																		
44	Crawford Hall	Simplex	4100U	Y	Dec	\$1,180.00	Warranty	Y	10		64	2	60		2	13	26				
45	Browning/Evins Hall	Simplex	4100U	Y	Dec	\$1,250.00	\$1,100.00	Y	13		64	2	60		2	13	26				
46	Cooper/Dunn	Simplex	4100U	Y	Dec	\$1,175.00	\$1,100.00	Y	13		58	2	60		2	13	26				
47	Maddux/McCord	Simplex	4100U	Y	Dec	\$725.00	\$699.71	Y	13		54	2	60		2	13	26				
48	Warfield/Ellington	Simplex	4100U	Y	Dec	\$1,100.00	\$1,100.00	Y	13		54	2	60		2	13	26				
49	Jobe/Murphy	Simplex	4100U	Y	Dec	\$506.00	\$825.00	Y	23		66	31	84		181	25	34				
50	M.S. Cooper/Pinkerton	Simplex	4100U	Y	Dec	\$734.88	\$400.00	Y	13		84		84		108						
51	Tech Village Laundry	Simplex	4208	Y	Dec	\$200.00	\$232.00	N	5		3										
52																					

add per
any other
11/10

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
		Manufacturer	Model #	IMS Connect	Insp. Mo.	Fire Alarm Test/Inspect	Fire Alarm Maintenance	Annun.	Pull Stations	AV Horns	Audio Visual	Light Det.	Smoke Det.	Smoke w/ Sndr. Base	Duct Det.	Heat Door Det.	Holder Mo.	Insp.	Standpipe=sp	Sprinkler=ss	Sprinkler Test/Inspect
4	Building		Panel																		
5	Shipley Farm	Gamewell	Zans 400		May	\$200.00	\$400.00	N	4	4SPKR	3	5	5		1			May	SS-dry	\$260.00	
53	Ag. Pavilion Barn.	Gamewell	Zans 400		May	\$488.00	\$400.00	N	12		4	12	4		3			May	SS-2 wet/dry	\$680.00	
54	Ag. Pavilion Arena																				
55	Craft Center																				
56	Administration Bldg.	Simplex	4020		Aug	\$589.00	\$400.00	1	5		12	4	13		6		15	Aug	SS-1 system for entire facility with fire pump and 2 water tanks	\$690.00	
57	Clay Building	Simplex	Nac 4009		Aug	\$352.00	\$227.64		11		13	8	13		6						
58	Cool Wing	Simplex	Nac 4009		Aug	\$348.00	\$229.74		14		18	7	8		7		9				
59	Glass/Metals	Simplex	Nac 4009		Aug	\$200.00	\$165.68		8		13	9	8		2		3				
60	Housing Unit A																				
61	Housing Unit B																				
62	Housing Unit C																				
63	Housing Unit D																				
64	Manager's Residence																				
65	Water Treatment																				
66																					
67																					
68																					
69																					
70	Several Buildings																				
71	Simplex Model 4190 Information Management System					\$100.00	\$604.01														
72																					
73	Totals					\$31,492.00	\$25,137.45													\$7,712.00	
74																					
75	Grand Total					\$64,341.45															
76																					
77	Manufacturer Summary																				
78	Simplex																				
79	FCI																				
80	Gamewell																				
81																					
82																					

OK
 11/03/06
 Simplex Gamewell

Attachment B

CONTRACTOR RESPONSIBILITIES

1. Contractor shall employ on permanent staff at least two personnel that have been factory trained and certified on testing, maintenance, and repair of Life Safety systems. Proof of training certification may be required prior to contract award. (Training in system installation requires a different skill set and therefore does not automatically satisfy this requirement.)

2. At least two of the Contractor's technicians performing service on these systems shall be certified by NICET (National Institute for Certification in Engineering Technologies) at a minimum of Level 2 for Fire Protection Engineering Technology in Fire Alarm Systems, Level 3 for Fire Protection Engineering Technology in Sprinkler Systems Layout, and that at least one other person in the organization be certified at minimum Level 4. At least two employees shall also have training and experience on all systems in service at the University. The Contractor will be required to furnish copies of licenses.

3. Contractor is to be able to demonstrate possession of proper testing equipment and current revisions of applicable software. The Contractor must provide proof of proper licensing of any proprietary software. The

Contractor may be required to demonstrate the following procedures prior to contract award:

- Proper power-up/power-down and reset procedures necessary to ensure that no damage would result to the Central Processing Unit, and/or associated control and monitoring equipment.
- Backup of software, and re-programming of system due to software failure, or parts/device replacement.
- Proper inspection, functional testing, cleaning, and sensitivity testing procedures for all control panel functions, peripheral devices, utilizing only UL approved smoke detector sensitivity testing equipment, and performed in accordance with respective nationally recognized standards (NFPA 72 chapter 7), manufacturer's recommendations, and State Fire Codes.

Note: Proper functional testing of smoke detectors includes a demonstration that smoke can enter the smoke chamber and initiate an alarm. However, the use of oil-based aerosol can compromise smoke detector performance and will not be accepted. In addition, any device that uses exposed combustible material to generate smoke, open flame, or heat (cigarettes, torches, burning rags, etc.) will also not be accepted. The use of dry aerosol smoke will only be accepted if proper diffuser is utilized. The use of magnets does not satisfy functional testing, and will be acceptable for detector zone verification only.

4. Documentation for inspections shall include exact physical locations of all individual devices as well as zone and address locations with test results, all applicable control panel voltages, test results of all applicable auxiliary functions, names of technicians performing service, and all required repairs with cost estimates. The University reserves the right to require an example of this documentation prior to contract award.

5. In the event of a malfunction, the Contractor must have direct access to newly manufactured replacement parts and be able to install, program, and warranty these parts for a minimum period of ninety (90) days.

6. The Contractor must have factory-trained technicians on-call 24 hours per day, and be capable of providing service during evenings, weekends, and holidays.

7. The Contractor shall provide a certificate of insurance signifying proof of insurance as follows:

- Workers compensation and employers liability: Contractors are required to comply with applicable federal and state workers compensation and occupational disease statutes. If occupational diseases are not compensated under those statutes, they shall be covered under the employer's liability section of the insurance policy, except in commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$1,000,000 is required except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- General liability: Bodily injury liability insurance coverage written on the comprehensive form of policy required in the amount of \$1,000,000 per occurrence.
- Property damage liability insurance: Contractor will be solely responsible for damage to government property which may be caused by acts or omissions by him or anyone in his employment while executing the contract and shall maintain property damage insurance in the amount of at least \$1,000,000 per occurrence.
- Current proof of insurance must be maintained by Contractor and provided to University at all times during the term(s) of the contract.

8. The Contractor shall possess a current Tennessee Contractor's License (Electrical Contractor's License is required as a minimum, General Contractors license is preferred) and Tennessee Alarm Contractor's License. A Tennessee Contractor's License is also required for sprinkler and standpipe work. Contractor may be required to furnish copies prior to contract award. License numbers, classifications and expiration dates thereof are to be listed in the bid response.

9. Bidder is to furnish, with their bid response, the names, addresses and telephone numbers of three (3) projects similar in size and scope that are currently inspected and maintained by the Bidder. **References must be included with bid package.**

FIRE ALARM SYSTEM TEST AND INSPECTION

1. Trained technicians shall perform inspections, functional tests, and diagnostic tests of panel functions, auxiliary and monitoring functions, and all accessible peripheral devices listed and currently connected to the facility Fire Alarm - Life Safety system. This also includes inspection and testing of a Simplex Model 4190 Information Management System that serves as the central monitoring network for certain campus fire alarm systems. Contractor shall conduct the inspection of the system in accordance with the highest standards of workmanship and leave all systems in good working order following testing. Any equipment taken out of service during testing shall be restored and returned to normal condition after completion of tests. Any failures shall be reported to the University's representative and documented accordingly. Contractor is responsible for identifying any and all wiring deficiencies, such as open, shorts, and grounds, to the owner. It shall be the University's responsibility to repair or replace any conduit or wiring needed.

2. Inspections and tests to be performed by no fewer than two (2) inspectors provided by Contractor during normal business hours (for purposes of this contract normal business hours shall be 7:00 a.m. to 5:00 p.m. (Central Time) Monday through Friday, excluding holidays) to test and inspect fire alarm systems. Inspections shall take place at times agreed upon by both the University and the Contractor.

Inspections will be scheduled at least one week in advance, and will occur when minimal disruption is caused to University operations. Ideally, most inspections will occur during semester breaks, especially in academic buildings, to avoid disrupting classes. Contractor's service technicians will receive the assistance from the University's staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas. **(See attached spreadsheet for equipment to be tested.)**

3. If equipment or peripheral devices are out of reasonable reach, such will need to be noted during the survey. The University will provide safe access (i.e. scaffolding, mechanical lift, ladders, etc.).

4. **OPTIONAL CUSTOMER ASSISTED INSPECTIONS:** The University agrees to provide at least one (1) capable person to assist test technicians for the duration of the visit. During this visit, University personnel will oversee inspections, and will receive informal, hands-on training on basic system functions, and proper inspection procedures.

5. **TESTING OF PANEL COMPONENTS AND PANEL FUNCTIONS:** In accordance with NFPA 72 and manufacturer's recommendations, all panel components shall be tested and documented for proper function.

This includes all applicable input and output voltage readings, proper grounding, LED and lamp test, and all alarm and trouble circuits. For hardwired systems, all devices shall be logged for proper zone verification. For addressable systems, all addressable devices will be logged for proper address verification. Batteries shall be checked for age, and shall be load tested to ensure proper charging and adequate power capacity. Additionally, all auxiliary functions (such as interfaces for elevator recall and smoke dampers, and central station monitoring

dialers or communicators) shall be tested and documented. Local authorities and central monitoring stations shall be contacted prior to testing and upon completion of work.

6. **FUNCTIONAL TESTING OF PERIPHERAL DEVICES:** In accordance with NFPA 72 and manufacturer's recommendations, all accessible peripheral devices shall be functionally tested:

- **Smoke detectors** shall be functionally tested using a smoke generator, punk stick, or other method acceptable to the manufacturer. Any canned aerosol smoke that leaves an oily residue shall not be used for testing of smoke detectors because of the danger of fouling. Magnet testing does not satisfy a functional test of smoke detectors and will not be accepted as functional testing. No device that uses open flame or acrid smoke shall be used to test smoke detectors.
- **Heat Detectors** (both rate of rise and fixed temperature) shall be tested with a device that administers an accurate and controlled temperature heat source.
- **Manual pull stations** shall be opened to verify operation, inspect electrical contacts, and ensure secure mounting.
- **Audible and visible signaling devices** shall need to be tested at least once to ensure proper operation and volume levels. After which, each initiating device should be tested silently for minimal disturbance.

7. **SMOKE DETECTOR CLEANING:** To help minimize false alarms and maximize detector accuracy, accessible smoke detection devices shall be cleaned utilizing manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned in conjunction with sensitivity testing using soft cloth, lint brush, or non-electrostatic vacuum to prevent damage due to static electricity. (Note: Certain types of analog smoke sensors shall be cleaned as necessary per panel readings.)

8. **SENSITIVITY TESTING:** To help ensure accuracy, smoke detectors shall be tested for proper sensitivity ratings per NFPA 72 Chapter 7. Testing shall be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range shall be re-cleaned and re-tested, and if necessary, recommended for replacement. Note: Certain types of analog smoke sensors automatically satisfy this requirement electronically. Devices needing this test shall be tested at a rate of 50% per year, covering 100% biennial.

9. **DOCUMENTATION:** All accessible components and devices shall be logged for:

- Exact location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found shall be noted individually and on a separate summary page.

Contractor shall provide system condition computer generated report, in an agreed format, to the University. The report will include status report on a building-by-building basis, including any devices found inoperable.

Contractor shall keep copies of all reports on file for a period three years from the date of inspection.

10. Certain additional testing or services may be required by the respective Authorities Having Jurisdiction (ref. NFPA 72 Chapter 7). Local authority or internal organizational requirements may be more restrictive than state requirements. The Contractor shall research applicable codes and references in order to provide a testing and service offering that ensures compliance with all requirements.

FIRE ALARM SYSTEM MAINTENANCE SERVICES

1. **Standard Service - Provided during normal working hours (Mon - Fri, 7am - 5pm, excluding holidays) at no additional cost.** Services will include labor, travel, and mileage charges for repairs associated with normal equipment failures. This provision covers labor to troubleshoot and diagnose system problems, including the information management system, and to replace panel components. Standard service does not include labor required due to lightning, flood or other water damage, vandalism, or improper service work done by other personnel not affiliated with the service organization.

2. **Emergency Service- 24 hr/ 7-day Service- Provided 24hrs/ day, 7-days/ week, including holidays.** Labor for emergency services provided during normal business hours will be included as a part of the standard service contract. Labor for emergency services outside of normal business hours, weekends and holidays will be considered premium time and will be billable to the University. Services will include labor, travel, and mileage charges for repairs.

3. **Panel Parts/ Component Replacement:** Additionally, this contract covers component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards, monitors and the information management system. This provision includes the cost of labor to install components, travel and mileage charges for service calls. Provision covers only equipment listed. **Replacement of faulty wiring is not covered. BATTERY REPLACEMENT IS INCLUDED.**

4. **Panel and Peripheral Device Replacement:** Additionally, this contract covers replacement of fire alarm control panels, fire alarm control panel upgrades, peripheral devices and other miscellaneous repair parts. **This provision includes the cost of labor to install components, travel and mileage charges for service calls during normal business hours only (excluding acts of vandalism).**

Replacement of faulty wiring is not covered. Replacement panels, panel upgrades, peripheral devices and other repair parts will be separately approved, invoiced, and paid.

SPRINKLER AND STANDPIPE SYSTEMS TEST AND INSPECTION

SPECIFICATIONS AND SCOPE OF WORK: The Contractor shall also perform tests and inspections of all sprinkler and standpipe systems on campus. Inspections and testing shall be conducted in accordance with NFPA 25, Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. Several tables are provided in NFPA 25 summarizing routine inspection, testing and maintenance requirements for these systems. The Contractor shall perform the required activities listed in these tables (applicable to University systems) having a frequency of quarterly or less. University personnel will perform required activities with a frequency of monthly or greater. The Contractor shall provide a trained technician to provide University personnel with informal, hands-on training on basic system operation and proper inspection procedures.

SPRINKLER AND STANDPIPE SYSTEM MAINTENANCE SERVICES

- 1. Standard Service** - Regular time labor provided during normal working hours Mon - Fri, 7am - 5pm, excluding holidays. This provision covers labor to troubleshoot, diagnose and repair system problems. It also covers labor to add and modify existing systems due to maintenance and renovation projects.
- 2. Emergency Service - 24 hr/ 7-day Service- Provided 24hrs/ day, 7-days/ week, Including holidays.** Labor for emergency services provided during normal business hours will be included as a part of the standard service contract. Labor for emergency services outside of normal business hours, weekends and holidays will be considered premium time. Services will include labor, travel, and mileage charges for repairs.
- 3. Trip Charge (If applicable)** - Trip charges for service calls are to include all travel costs and associated expenses (i.e. personnel, vehicle, fuel, etc.) per round trip. Return trips due to incomplete or unsatisfactory work shall be limited to single trip charges.
- 4. Parts/ Components:** Additionally, this agreement covers parts and components including, but not limited to, sprinkler heads, piping, valves, gauges, alarm switches, compressors and pumps.

PRICING

Section 1: Fire Alarm System Test and Inspection

\$ 31,492.00 *

*(This entry should equal the grand total of column F on the spreadsheet.)

Section 2: Fire Alarm Maintenance Services

a. Standard Service \$ 25,137.45 *

*(This entry should equal the grand total of column G on the equipment list spreadsheet.)

b. Emergency Service

Premium Labor \$ 121.00 / Hour

c. Panel Parts/Component Replacement

\$ n/a

d. Panels and Peripheral Device Replacement

Cost** plus 25 %

Labor for Any Items Not Covered in Section 2.a. above

Standard labor \$ 121.00 / Hour

Section 3. Sprinkler and Standpipe System Test and Inspect

\$ 7,712.00 *

*(This entry should equal the grand total of column T on the spreadsheet.)

Section 4. Sprinkler and Standpipe System Maintenance Services

- | | |
|---------------------|-------------------|
| 1. Regular Labor | \$ 75.00 / Hour |
| 2. Premium Labor | \$ 95.00 / Hour |
| 3. Trip Charge | \$ 55.00 / Trip |
| 4. Parts/Components | Cost ** Plus 25 % |

(**Cost is defined as Contractor's invoiced cost plus applicable tax.)

A bid price breakdown is required for Sections 1, 2.a. and 3.a. and should be entered on the attached spreadsheet. An updated electronic copy of this spreadsheet can be obtained via e-mail from Jim Cobb, Director of Safety and Environmental Health Services, at jimcobb@tnitech.edu. This breakdown is required for two reasons. First, it assists the University with internal accounting. Second, and most importantly, the per-building prices shown on the spreadsheet will be used to adjust the contract amount during future years, provided the contract is renewed as mutually agreed by the University and the Contractor.

As applicable, during the time a building or system is under warranty, the University will deduct the building cost (as shown in columns F and G on the attached spreadsheet) for fire alarm testing, inspection and maintenance services from the total contract amount. A new price will have to be submitted by the Contractor to inspect, test and provide maintenance services after the warranty expires. The new price will be subject to university approval. Contractor shall determine a new per building price utilizing the same methods and analysis used to determine pricing for this bid quotation.

OTHER CONSIDERATIONS:

- **Conflict of Interest.** The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, agent, employee, sub-contractor or consultant in connection with any work contemplated or performed relative to this purchase order. If the Contractor is an individual, the Contractor warrants that within the past six (6) months he/she

has not been and during the term of this purchase order will not become an employee of the State of Tennessee.

- **Non-Discrimination.** The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
- The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.
- **Liability.** The Contractor, being an independent contractor and not an employee of the University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.
- **Insurance.** The Contractor must provide and maintain public liability insurance naming the University as both additional insured and certificate holder. The minimum limits of the policy shall be \$1,000,000.00 for personal injury and \$300,000.00 for property insurance. The Contractor shall furnish the University with a current certificate showing that such insurance is in effect and that the protection afforded under this policy will not be canceled or reduced until at least ten (10) days prior notice is sent to the University by the insurance company or agent.
- **Early Termination.** This purchase order may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
- **Termination Due to Lack of Funds.** The University reserves the right to cancel this purchase order at June 30 of any year covered by this purchase order including any renewals thereof, if sufficient funding is not available from state and/or federal funds.
- **Termination for Cause.** If the Contractor fails to fulfill in a timely and proper manner its obligations under this purchase order, or if the Contractor shall violate any of the terms of this purchase order, the University shall have the right to immediately terminate this purchase order and withhold payments in excess of fair compensation for work completed.
- Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this purchase order by the Contractor.
- **Amendment.** This purchase order may only be modified by written amendment executed by all parties hereto.
- **Audit.** The Contractor shall maintain documentation for all charges against the University under this purchase order. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this purchase order, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives.

- **Assignment.** The Contractor shall not assign this purchase order or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed sub-contractor was or is currently ineligible to bid on the purchase order.
- **Extension to Other Entities.** The terms, conditions and pricing of this purchase order are extended to other institution(s) within the Tennessee Board of Regents and University of Tennessee systems. Does Bidder agree? ☒ yes ☐ no
- **Governing Law.** This purchase order shall be construed in accordance with the laws and Constitution of the State of Tennessee.
- **Terms and Conditions.** The terms and conditions of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase. Any subsequent terms and conditions set forth by the vendor on invoices or in any other manner, shall not apply unless expressly agreed to in writing by the University.